

JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

TALEN ENERGY MARKETING, LLC

(b) County of Residence of First Listed Plaintiff LEHIGH, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Joseph S. D'Amico, Jr.

FITZPATRICK LENTZ &amp; BUBBA, PC

4001 Schoolhouse Lane, Center Valley, PA 18034; 610-797-9000

**DEFENDANTS**

ALUMINUM SHAPES, LLC

County of Residence of First Listed Defendant Camden, NJ  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332(a)(1).

Brief description of cause:

The matter in controversy exceeds the sum or value of \$75,000

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,215,310.21

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9/18/2019

SIGNATURE OF ATTORNEY OF RECORD

Joseph S. D'Amico, Jr.

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

TALEN ENERGY MARKETING, LLC,	:	CIVIL ACTION
Plaintiffs	:	
v.	:	
	:	
ALUMINUM SHAPES, LLC,	:	NO.
Defendant.	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>9/18/2019</u>	<u>Joseph S. D'Amico, Jr.</u>	<u>PLAINTIFFS</u>
<b>Date</b>	<b>Attorney-at-law</b>	<b>Attorney for</b>
<u>610-797-9000</u>	<u>610-289-8688</u>	<u>jsdamico@flblaw.com</u>
<b>Telephone</b>	<b>FAX Number</b>	<b>E-Mail Address</b>

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 600 Hamilton St., Suite 600, Allentown, PA 18101

Address of Defendant: 9000 River Road, Delair, NJ 08110

Place of Accident, Incident or Transaction: \_\_\_\_\_

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/18/2019 Joseph S. D'Amico, Jr. PA - 55645  
*Attorney-at-Law / Pro Se Plaintiff* *Attorney I.D. # (if applicable)*

**CIVIL: (Place a √ in one category only)**

**A. Federal Question Cases:**

- ☒ 1. Indemnity Contract, Marine Contract, and All Other Contracts  
☐ 2. FELA  
☐ 3. Jones Act-Personal Injury  
☐ 4. Antitrust  
☐ 5. Patent  
☐ 6. Labor-Management Relations  
☐ 7. Civil Rights  
☐ 8. Habeas Corpus  
☐ 9. Securities Act(s) Cases  
☐ 10. Social Security Review Cases  
☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts  
☐ 2. Airplane Personal Injury  
☐ 3. Assault, Defamation  
☐ 4. Marine Personal Injury  
☐ 5. Motor Vehicle Personal Injury  
☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_  
☐ 7. Products Liability  
☐ 8. Products Liability - Asbestos  
☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, Joseph S. D'Amico, Jr., counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:  
☐ Relief other than monetary damages is sought.

DATE: 9/18/2019 Joseph S. D'Amico, Jr. PA - 55645  
*Attorney-at-Law / Pro Se Plaintiff* *Attorney I.D. # (if applicable)*

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TALEN ENERGY MARKETING, LLC,	:	
	:	
Plaintiff	:	NO.
	:	
v.	:	
	:	
ALUMINUM SHAPES, LLC,	:	CIVIL ACTION
	:	
	:	
Defendant.	:	

**COMPLAINT**

Plaintiff Talen Energy Marketing LLC (“Talen”), through its counsel Fitzpatrick Lentz & Bubba, files a Complaint against Defendant Aluminum Shapes, LLC (“Shapes”) as follows:

**PRELIMINARY STATEMENT**

1. This is a breach of contract claim for unpaid balances under a Retail Electricity Agreement between Talen and Defendant Shapes, dated October 26, 2017.
2. Plaintiff seeks damages in the amount of \$1,215,310.21 owed by Defendant under the Retail Electricity Agreement which includes accrued interest on the delinquent amounts as of August 27, 2019. In addition, Talen seeks recovery of additional interest of \$521.38 per day until the claim is satisfied.

**PARTIES**

3. Plaintiff Talen is a Pennsylvania limited liability company with an address of 600 Hamilton St., Suite 600, Allentown, PA 18101.
4. Upon information and belief Defendant Shapes is a New Jersey limited liability company with an address of 9000 River Road, Delair, NJ 08110.

### **JURISDICTION**

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), because (1) the matter in controversy exceeds the sum or value of \$75,000 and (2) as set forth above, there is complete diversity of citizenship between Plaintiff and Defendant.

### **VENUE**

6. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), in that a substantial part of the events or omissions including negotiation and execution of the contract at issue, giving rise to the claim occurred in this judicial district.

### **COUNT ONE – BREACH OF CONTRACT**

7. Talen incorporates by reference Paragraphs 1-6 of the Complaint as if fully set forth herein.

8. Talen and Shapes executed a Retail Electricity Agreement (“Agreement”) on or about October 26, 2017 whereby Talen was to supply electricity to Shapes’ service address 9000 River Road, Delair New Jersey 08110 commencing in January 2018, in exchange for Shapes’ payment of the “Contract Price” set forth in the Purchase Order section of the Agreement. Attached as Exhibit “1”, is a copy of the executed Agreement.

9. Talen provided electricity to Shapes at Defendant’s service address in 2018 and regularly invoiced Shapes for the electricity it consumed.

10. Per the agreement Talen invoiced Shapes monthly for electricity delivered to the Delivery Point in the preceding month. (The invoices admittedly were addressed, in error, to ShapesArch Holding, LLC rather than Shapes. Talen understands that ShapesArch Holding LLC



is or was a former parent company of Shapes) A copy of the invoices are collectively attached Exhibit "2".

11. Shapes made some, but not all payments against the invoices thereby acknowledging the Agreement and obligation to Talen. A summary of invoices payments and open accruing balances, is attached as Exhibit "3".

12. Talen has performed all obligations required under the Agreement.

13. Shapes has failed to make payment in full for the electricity provided to and consumed by it during the Delivery Period as required under the Agreement.

14. Prior to instituting this suit numerous requests and demands for payment, including correspondence dated August 27, 2019, were directed to Shapes, without a response or protest from Shapes. A copy of the August 27<sup>th</sup> letter is attached as Exhibit "4".

15. In spite of Shapes receipt of monthly invoices as well as demands of payment due under the Agreement, Shapes has failed to pay the amounts due Talen, nor has it provided any rationale for its non-payment.

16. Shapes has breached the Agreement with Talen and is liable to Talen in the amount of \$1,215,310.21 as of August 27, 2019, plus further accruing interest at a rate of \$521.38 per day.

## **COUNT TWO – QUANTUM MERUIT**

17. Talen incorporates by reference Paragraphs 1-16 of the Complaint as if fully set forth herein.

18. In the alternative, the summary of amounts owed under the Agreement, contained in Exhibits "2" and "3", reflect the reasonable value of the electricity provided by Talen to Shapes during the Delivery Period.

19. The electricity provided to Shapes allowed Shapes to maintain and operate its business and facilities, thereby generating revenue.

20. As a result of Talen providing electricity to Shapes at the Delivery Point, and Shapes consumption of the same, Shapes has benefitted and has become unjustly enriched at Talen's expense.

21. Based on the foregoing, there is an implied contract between Talen and Shapes.

22. Shapes is liable to Talen.

**WHEREFORE**, Talen Energy Marketing, LLC requests judgment in its favor and Aluminum Shapes LLC in the amount of \$1,215,310.21, together with accruing pre- and post-judgment interest, costs of suit and such further relief deemed just and proper.

Dated:

9/18/2019

Respectfully submitted,

Fitzpatrick Lentz & Bubba, P.C.

By:

  
Joseph S. D'Amico, Jr., Esquire

Attorney for Plaintiff

4001 Schoolhouse Lane

P.O. Box 210

Center Valley, PA 18034-0219

(610)-797-9000

jsdamico@flblaw.com

VERIFICATION

In accordance with 28 U.S.C.A. § 1746, relating to unsworn declarations under penalty of perjury, MARLETA HALL, verify under penalty of perjury that the statements made in the foregoing pleading are true and correct to the best of our knowledge, information and belief.

Dated: 9/16/19

Marleta Hall

VICE PRESIDENT - RETAIL

TALEN ENERGY MARKETING, LLC





## RETAIL ELECTRICITY AGREEMENT

This Retail Electricity Agreement ('Agreement') sets forth the terms and conditions for the sale of electricity from Seller to Buyer. This Agreement authorizes a change to, or a continuation of Seller as, Buyer's supplier of electricity. It consists of two parts, the Purchase Order and the Terms and Conditions. If there is a conflict between the Purchase Order and the Terms and Conditions, the Purchase Order shall control. Buyer must return an executed Agreement to Seller by 4:00 pm on Oct 26, 2017 or the Contract Price shall be invalid and of no effect. Seller is not bound by this Agreement until it has been signed below.

### PART I: PURCHASE ORDER

#### BUYER AND SELLER INFORMATION

<b>Buyer:</b> Aluminum Shapes L.L.C.	<b>Seller:</b> Talen Energy Marketing, LLC
<b>Buyer Contact:</b> Jim Cackowski Phone: (856) 317-5308 Fax: (856) 488-5336 Email: jcackowski@ashapesllc.com	<b>Seller Contact Information:</b> Joe Matisko Customer Care Center: 888-289-7693 Fax: 484-801-1434 Email: CustomerCare@talenenergy.com
<b>Buyer Business Address:</b> 9000 River Rd. Delair, NJ 08110 United States	<b>Seller Business Address:</b> 835 Hamilton Street, Suite 150 Allentown, PA 18101
<b>Buyer Notice Address:</b> 9000 River Rd. Delair, NJ 08110 United States	<b>Seller Notice Address:</b> Floor 2 Attn: Legal Services 835 Hamilton Street, Suite 150 Allentown, PA 18101
<b>Buyer Account ID (Seller Internal Use Only):</b>	<b>Payment to Seller by wire:</b> BNY Mellon, Pittsburgh, PA Account Number: 38561490 ABA Number: 021052053
	<b>Payment to Seller by mail:</b> P.O. Box 9001660 Louisville, KY 40290-1660 Phone: 1-800-281-2000

#### COMMERCIAL TERMS

<b>Contract Price</b>	Hourly LMP Charge + 0.594 ¢/kwh (Adder) (Includes SUT) + Passthrough Costs + all applicable taxes , unless otherwise specified in any Retail Electric Trigger Confirmation, Included as Attachment A.			
<b>Contract Quantity</b>	Buyer confirms the following quantities to be purchased from Seller at the Contract Price are representative of Buyer's historical monthly volumes and that Buyer has no reason to believe its usage during the Delivery Period will materially vary from the following:			
	January	2,012,509 kWh	July:	2,236,339 kWh
	February:	1,607,750 kWh	August:	1,923,191 kWh
	March:	1,977,629 kWh	September:	1,789,797 kWh
	April:	1,929,204 kWh	October:	1,692,729 kWh
	May:	1,808,080 kWh	November:	1,611,971 kWh
	June:	2,075,543 kWh	December:	1,659,671 kWh
<b>Delivery Point</b>	PSEG			
<b>Delivery Period:</b>				

v.09.16.16 - PO+ T&amp;Cs STANDARD



Target Start Date	01/2018
Contract Length (months)	12
Billing Address	9000 River Rd. Delair, NJ 08110 United States
Special Provisions	The Contract Price includes the 2017 New Jersey Sales and Use Tax (SUT) rate of 6.875%. Should the SUT rate change in the future, the Contract Price will be adjusted to reflect any changes in SUT.

\*Account Information for 1 accounts follows below.

BUYER: Aluminum Shapes L.L.C.

SELLER: Talen Energy Marketing, LLC

By:

Jim Cackowski

Name:

Jim Cackowski

Title:

Purchasing Manager

E-Mail:

j.cackowski@shapelle.com

By:

Brian T Brower

Name:

Brian T Brower

Title:

Director Retail Energy

Effective as of the date first above written



Buyer Name: Aluminum Shapes L.L.C.

#	EDC	Electric Account Number	Rate Schedule	Service Address	City	State	Zip	State Tax Exemption %
1	PSEG	PE000010088515143891	HTS	9000 River Road	Delair (Pennsauken Twp.)	NJ	08110	

Please complete the State Tax Exemption % column for each account, as applicable. If Sales Tax Exemption is listed above, please provide a copy of the NJ state sales tax exemption certificate for each Facility.

Contract Quantity: Buyer confirms the following quantities to be purchased from Seller at the Contract Price are representative of Buyer's historical monthly volumes and that the Buyer has no reason to believe its usage during the Delivery Period will materially vary from the following:

#	EDC	Electric Account Number	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	PSEG	PE000010088515143891	2,012,500	1,607,750	1,977,629	1,929,204	1,808,080	2,075,543	2,236,339	1,923,191	1,789,797	1,692,729	1,611,971	1,658,571



## PART II: TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms not defined in these Terms and Conditions have the meaning set forth in the Purchase Order.

-'Adder' means a price for all costs (except LMP and Passthrough Costs) to supply Buyer Electricity, including but not limited to ancillary services, green costs and Seller's administrative costs, expressed in \$/kWh.

-'Bundled Adder' means a price for all costs (except LMP) to supply Buyer Electricity, including but not limited to capacity, transmission, ancillary services, green costs and Seller's administrative costs, expressed in \$/kWh.

-'Commencement Date' means with respect to each account listed in the Purchase Order the later of (i) Buyer's first meter reading made by the EDC after Buyer becomes eligible to receive service from Seller under the EDC's retail access program; or (ii) the date on which Seller is authorized to supply Electricity to Buyer under the EDC's retail access program, but in any event, the Commencement Date shall occur no earlier than one (1) month prior to the Target Start Month.

-'Contract Price' means the amounts specified in Part I hereof, Purchase Order.

-'Delivery Point' means the PJM zonal Delivery Point at which the EDC receives the Electricity as set forth in the Purchase Order.

-'EDC' means the electric distribution company that provides the electric lines, both above ground and below ground, that deliver the Electricity to the Facility.

-'EGS' means an electric generation supplier that is permitted to sell Electricity to customers in Pennsylvania.

-'Electricity' means the electricity that Buyer is purchasing from Seller pursuant to this Agreement and that will be delivered to the Delivery Point by Seller.

-'Facility' means the commercial or industrial facility of Buyer at the address(es) set forth in the Purchase Order.

-'Force Majeure' means an event which is not within the reasonable control of, and not due to the fault or negligence of, the party claiming suspended performance, and which, by the exercise of due diligence such party is unable to overcome or avoid or cause to be avoided. Force Majeure includes: (i) physical events such as flood, tornado, hurricane, other unusually severe storm, lightning, earthquake, fire, explosion, (ii) interruption of firm transmission by any transmission provider; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, terrorism or war and (iv) order by any governmental authority.

-'Gross Receipts Tax' or 'GRT' means the tax imposed upon the Seller's gross receipts derived from sales of electric energy to retail electric customers in the Commonwealth of Pennsylvania, but does not include gross receipts from sales for resale to persons subject to the tax imposed upon gross receipts, or gross receipts from sales that are otherwise exempt under section 1101 of the Tax Reform Code of 1971 (72 P. S. § 8101).

-'Hourly LMP Charge' or 'Hourly Locational Marginal Price Charge' means the cost to serve each Buyer's kWh of load at the Delivery Point, as determined for the applicable location and time period in the PJM Interconnection, L.L.C. ('PJM') day ahead hourly energy market increased by the Buyer's appropriate loss factor.

-'kW' means kilowatt and 'kWh' means kilowatt-hour.

-'Passthrough Costs' means all capacity and transmission charges as charged to Seller by PJM for supply of Electricity to Buyer.

-'PLR Service' means electric generation service provided by the supplier of last resort.

-'PUC' means the Pennsylvania Public Utility Commission and any successor thereto.

-'Target End Month' means, with respect to each account listed in the Purchase Order, the billing month during which service for that particular account under this Agreement is scheduled to end and the final meter read is to be taken. Buyer acknowledges that service may end following the Target End Month due to circumstances outside of Seller's control, including, without limitation, the action (or inaction) of Buyer's EDC in reading Buyer's meter.

-'Target Start Month' shall mean, with respect to each account listed in the Purchase Order, the month set forth in the column specified on the Purchase Order. The Target Start Month is the billing month during which the parties anticipate service for that particular account under this Agreement will begin. While the parties will endeavor to have service under this Agreement begin during the Target Start Month, Buyer acknowledges that service may actually begin following the Target Start Month or in the month immediately prior to the Target Start Month due to circumstances outside of Seller's control, including without limitation the action (or failure to act) of Buyer's EDC in enrolling Buyer or reading Buyer's meter. Buyer agrees that in the event service for any particular account begins in the month prior to the Target Start Month, Buyer will make no claim that such event constitutes an improper switching of Buyer's supplier of electricity pursuant to the regulations of the PUC governing Standards for Changing a Buyer's Electricity Generation Supplier (52 Pa. Code Chapter 57, Subchapter M), and Buyer agrees to be liable



to pay for any service provided by Seller at the prices specified in the Purchase Order for such event.

"Target Start Date" shall mean, with respect to each account listed in the Purchase Order, the date set forth in the column specified on the Purchase Order. The Target Start Date shall fall within the month in which Buyer and Seller anticipate service to commence under this Agreement for a particular account. While the parties anticipate that service under this Agreement will begin on the Target Start Date, Buyer acknowledges that service may in fact begin on a date before or after the Target Start Date due to circumstances outside of Seller's control, including without limitation the action (or failure to act) of Buyer's EDC in enrolling Buyer or reading Buyer's meter. Buyer agrees that in the event service for any particular account begins prior to the Target Start Date, Buyer will make no claim that such event constitutes an improper switching of Buyer's supplier of electricity pursuant to the regulations of the PUC governing Standards for Changing a Buyer's Electricity Generation Supplier (62 Pa. Code Chapter 57, Subchapter M), and Buyer agrees to be liable to pay for any service provided by Seller at the prices specified in the Purchase Order for such event.

"Termination Date" means, with respect to each account listed in the Purchase Order, the date during the Target End Month on which the final meter read (or estimate) under this Agreement is taken by the EDC, or if there is no final meter read (or estimate) during the Target End Month, the date during the next succeeding month on which the final meter read (or estimate) is taken by the EDC.

**2. Sale and Purchase.** Commencing as of the Commencement Date, Seller shall sell and deliver, or be responsible for delivery of and Buyer shall purchase and receive its full Electricity requirements at the Facility through the end of the Delivery Period. The Contract Price includes the Electricity and associated costs of delivering the Electricity to Buyer's EDC for delivery to Buyer and will be applied to the total kWhs of Electricity usage purchased from Seller as metered (or estimated) by Buyer's EDC during each billing period. If the EDC's meter read or billing cycle ("EDC Cycle") is not a calendar month, Seller may adjust the monthly periods in the Delivery Period to align to the extent practical to the EDC Cycle to begin during the Target Start Month or on the Target Start Date and to end during the Target End Month. In the event that service continues beyond the Target End Month for any reason, Buyer agrees that it will continue to be liable to pay for any service provided by Seller at the prices specified in the Purchase Order.

The sole and exclusive remedy of the parties for breach of the obligations in this Section 2 of Seller to deliver and of Buyer to receive Electricity shall be recovery of either of the following: (i) in the event of a breach by Seller, Seller shall reimburse Buyer the commercially reasonable amount paid by Buyer to replace undelivered quantities, plus any applicable EDC penalties associated with non-delivery by Seller, minus an amount equal to the Contract Price multiplied by such undelivered quantities; or (ii) in the event of a breach by Buyer, Buyer shall pay Seller an amount equal to the Contract Price multiplied by the nonreceived quantities less any commercially reasonable amount received by Seller through resale of the nonreceived quantities plus any applicable EDC penalties associated with non-receipt by Buyer. The amount as calculated above shall be payable five business days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

**3. Buyer Obligations.** Buyer shall provide Seller cooperation and assistance as Seller reasonably requests in connection with this Agreement, including signing authorizations for the EDC. Buyer shall (i) make and maintain all arrangements with the EDC so that delivery service is provided to the Facility by the EDC; (ii) keep Seller informed of any material changes in its usage (cessation of all usage at any one account shall be deemed to be material); (iii) notify Seller whenever Buyer plans to commit to reduce its consumption for any reason, including but not limited to demand response, energy efficiency or the like, and (iv) reimburse Seller, in addition to all amounts due under Sections 9 and 10, for all costs and expense Seller incurs as a direct or indirect result of Buyer's failure under either (ii) or (iii) above. Buyer expressly acknowledges that Seller has no financial or other obligation relating to EDC delivery service.

Buyer understands that by executing this Agreement, Seller will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer's address(es) and telephone number, and whether or not Buyer is on a budget billing plan or payment arrangement or as otherwise approved by the PUC Bureau of Consumer Services. Buyer further understands that the EDC is required by PUC to communicate with Buyer following a notice of change of EGS to confirm the change was authorized and that such communication may indicate that Buyer may cancel or rescind the change within a certain period of time. Buyer acknowledges that a change to (or continuation of) Seller as EGS is authorized by this Agreement, that such notice does not afford Buyer an opportunity to rescind a duly executed





supply agreement without penalty and that a cancellation or rescission in response to such notice would be an Event of Default by Buyer hereunder.

**4. Price.** Buyer shall pay Seller for the Electricity at the Contract Price, plus all other charges provided for in the Purchase Order.

**5. Payment Terms.** Seller or the EDC shall invoice Buyer monthly, or in accordance with the EDC rules, for Electricity delivered to the Delivery Point in the preceding month. Buyer shall pay the amount of each invoice either in accordance with the EDC's payment terms or on or before the twentieth day after the applicable invoice date. If Buyer does not pay the invoice, or a party does not pay any other amounts as and when due hereunder, including a Termination Amount, by the applicable due date, then the non-paying party shall (i) pay interest on any overdue amounts at the lesser rate of 1.5% per month or the highest rate permitted by law until paid in full and (ii) be liable for any and all costs of collection (including reasonable attorney's fees) that the owed party may incur in connection with this Agreement.

All invoices and billings issued by Seller or EDC are conclusively presumed final and accurate unless objected to in writing, with detailed supporting explanation and documentation, within six months after the date of the applicable invoice or billing. If Buyer disputes any invoice, Buyer shall nonetheless timely pay the undisputed portion, as well as all charges and fees imposed by the EDC.

**6. Taxes.** Seller shall bill and collect from Buyer sales and use taxes, including any Gross Receipts Tax, to the extent that such taxes are or become applicable. Upon billing by Seller, Buyer shall promptly pay the amount of such taxes to Seller, and Seller will report and remit such taxes to the appropriate governmental authority. In the event Buyer is exempt, in whole or in part, from state and local taxes, Buyer must provide Seller a copy of the applicable tax exemption certificate; Seller shall collect taxes until Buyer has provided Seller such certificate. Buyer represents and warrants that any tax exemption certificate delivered hereunder shall, at the time of delivery, set forth the proper amount of the applicable exemption, and Buyer agrees to promptly notify Seller of any changes in such exemption. Failure to provide Seller the relevant tax exemption certificate will result in full sales and use taxes being assessed against Buyer. Buyer shall indemnify and hold harmless Seller from any and all losses or claims arising from or related to Seller's reliance on Buyer's tax exemption certificate.

Seller shall be responsible for all applicable taxes imposed on, or with respect to, Electricity prior to the delivery to the Delivery Point. Buyer shall pay, or cause to be paid, all other taxes or fees imposed on, or with respect to, Electricity upon and after its delivery to the Delivery Point, including, without limitation, any and all federal, state, or local taxes or fees that may be imposed by any valid taxing authority on any transaction undertaken pursuant to this Agreement. If any such taxes that are the responsibility of Buyer are required to be paid by Seller, Buyer agrees to promptly reimburse Seller for such payment.

**7. Title, Indemnity and Disclaimer.** Title to Electricity shall pass from Seller to Buyer at the Delivery Point. Between Buyer and Seller, Seller will be liable for risk of loss of Electricity prior to its delivery at the Delivery Point, and Buyer will be liable for risk of loss of Electricity at and after its delivery to the Delivery Point. Further, as between the parties, each party shall indemnify, defend and hold harmless the other party from and against any claims, liabilities, losses or costs (including reasonable attorneys' fees) arising from or out of any event, circumstance, act or incident first occurring or existing during the period when title to Electricity is vested in such party. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 17 OF THESE TERMS AND CONDITIONS, EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ELECTRICITY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. Term.** The term of this Agreement shall begin on the date Seller executes this Agreement and shall remain in effect until the expiration of the Delivery Period, including any period after the Delivery Period prior to the EDC meter read transferring service to another EGS or PLR Service. Seller shall have no obligation to provide Buyer notice of the expiration of this Agreement but shall have the right following any termination or expiration of this Agreement, to the extent allowed by applicable law, to cause any remaining Facility to be transferred by the EDC to either a new EGS selected by Buyer or PLR Service.





9. Events of Default. It shall be an event of default (an "Event of Default") under this Agreement if a party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes, or acquiesces to a proceeding under any bankruptcy law or has a bankruptcy petition filed or proceeding commenced against it; (iii) has a liquidator, administrator, receiver or similar official appointed with respect to a substantial portion of its assets; (iv) otherwise becomes bankrupt or insolvent (however evidenced), including general inability to pay debts as due; (v) fails to pay any amount due under this Agreement, which failure is not cured within 3 days after notice of such failure; (vi) fails to perform any non-payment material obligation hereunder, which failure is not cured within 30 days after notice of such failure, or (vii) in the case of Buyer, fails to provide Performance Assurance in accordance with Section 14.

10. Termination. Upon the occurrence of any Event of Default, the non-defaulting party shall have the right to terminate this Agreement by providing a notice of termination to the defaulting party designating a day, no earlier than the day of such notice and no later than 10 days after such notice, as an early termination date ("Early Termination Date") for the liquidation and termination of this Agreement. On the Early Termination Date, this Agreement will terminate and be valued in accordance with Section 11. In addition, if Buyer is the defaulting party, Seller may, without prejudice to its other remedies under this Agreement or applicable law, suspend deliveries of Electricity to Buyer hereunder and transfer each Facility to PLR Service or another EGS to the extent allowed by applicable law, provided that Buyer shall remain liable to pay Seller for service provided hereunder until the date of such transfer. Each party reserves to itself all rights of set-off, counterclaim, and other defenses to which it is or may be entitled under applicable law. All rights and obligations of the parties that must survive termination in order to give full force and effect to the terms of this Agreement shall so survive.

11. Termination Amount. As of the Early Termination Date, the non-defaulting party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Electricity delivered and received before, on or after the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including any amounts owed under Section 2), for which payment has not yet been made and (ii) the Market Value, as defined below, of this Agreement. The non-defaulting party shall (x) liquidate and accelerate this Agreement at its Market Value, so that an amount equal to the difference between the Market Value and the Contract Value, as defined below, of this Agreement shall be due to Buyer if such Market Value exceeds the Contract Value and to Seller if the opposite is the case (no amount shall be due to the defaulting party under this subsection (x) and if such would be the case the resulting amount shall be deemed to be zero); and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to this Agreement).

For purposes of this Section, "Contract Value" means the amount of Electricity remaining to be delivered under this Agreement based on the remaining months in the Delivery Period ("Remaining Contract Quantity") multiplied by the Contract Price, and "Market Value" means the Remaining Contract Quantity multiplied by the market price for a similar transaction determined by the non-defaulting party in a commercially reasonable manner. To ascertain the Market Value, the non-defaulting party may consider, among other valuations, quotations from leading dealers in energy swap contracts or physical electricity trading markets, similar sales or purchases and any bona fide third-party offers, all adjusted for the length of the term and differences in Delivery Point. A party shall not be required to enter into a replacement transaction in order to determine the Market Value. The non-defaulting party shall net or aggregate, as appropriate, any and all amounts owing between the parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by the defaulting party to the non-defaulting party (the "Termination Amount").

At its sole option and without prior notice to the defaulting party, the non-defaulting party may setoff (i) any Termination Amount owed to the non-defaulting party against any payment security or other collateral held by it in connection with this Agreement or (ii) any amount payable to the defaulting party against any amount payable by the defaulting party to the non-defaulting party under any other agreement or arrangement between the parties. If any obligation that is to be included in any netting, aggregation or setoff pursuant to this Section is unascertained, the non-defaulting party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the non-defaulting party accounting to the defaulting party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation



or setoff pursuant to this Section shall be discounted to net present value in a commercially reasonable manner determined by the non-defaulting party. As soon as practicable after a termination, the non-defaulting party shall give notice to the defaulting party including reasonable explanation of the calculation of the Termination Amount.

The Termination Amount shall be paid by the close of business on the second business day following such notice, which date shall not be earlier than the Early Termination Date. The non-defaulting party's remedies under this Section shall be the sole and exclusive remedies of the non-defaulting party with respect to the occurrence of an Early Termination Date.

**12. Limitation of Liability.** The parties confirm that the express remedies and measures of damages in this Agreement satisfy its essential purposes. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. If no remedy or measure of damages is expressly provided, a party's liability shall be limited to direct actual damages. In either case except for a party's Section 7 Indemnification obligations which shall not be limited by this Section 12, all other remedies at law or in equity are waived, including incidental, punitive, special, exemplary, indirect or consequential damages, including lost profits and business interruption damages, whether arising by statute, in tort or contract or otherwise. To the extent damages under this Agreement are liquidated, the parties acknowledge that such damages are difficult or impossible to determine and constitute a reasonable approximation of the harm or loss.

**13. Confidentiality.** Neither party may disclose to a third party the terms of this Agreement or any confidential information of the other party relating to this Agreement, other than to the extent necessary to perform its obligations under this Agreement, as may be authorized in this Agreement or as may be required by applicable law. Each party shall be permitted to disclose such information to (a) its officers, managers, directors, employees, agents, accountants, attorneys, consultants and affiliates to the extent such persons or entities need to know such information and agree to keep such information confidential in accordance with this Agreement, (b) current and prospective lenders, purchasers or similar parties who have entered into a non-disclosure agreement and their advisors, counsel and consultants agree to keep such information confidential and (c) as required by applicable law or to any national securities exchange or similar entity as required by the rules of such entity, provided that the disclosing party uses commercially reasonable efforts to obtain confidential treatment of such information. The obligations imposed by this Section 13 shall survive for a period of two years after the earlier to occur of the expiration or termination of this Agreement.

**14. Credit.** To the extent not provided by Buyer to Seller within 5 business days of Seller's request therefor, Buyer hereby authorizes Seller to obtain credit information regarding Buyer (including from the EDC that provides service to Buyer and its facilities) and to make such inquiries as Seller considers to be necessary to obtain such credit information and authorizes Buyer's bank to release to Seller without inquiry such credit information regarding the Buyer. If Seller has reasonable grounds for insecurity regarding Buyer's creditworthiness, Seller may require, in its sole discretion and without prejudice to other legal and equitable remedies, that Buyer provide payment security in an amount and form reasonably satisfactory to Seller ("Performance Assurance"). Buyer shall provide such Performance Assurance within three business days after Seller's request for same.

**15. Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**16. Force Majeure.** If a party is unable due to Force Majeure to perform its obligations under this Agreement and that party provides notice thereof to the other party as soon as practicable after its occurrence, the obligations of the party affected by the Force Majeure (other than the payment of amounts due and owing hereunder) shall be suspended for the duration of the Force Majeure event. The Delivery Period shall not be extended due to any event of Force Majeure.

**17. Representations and Warranties.** Each party represents and warrants to the other that (a) it has the power and authority to perform this Agreement; and (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action and this Agreement is its legal, valid and binding obligation. In addition, Buyer represents and warrants to



Seller that (i) it is a non-residential business customer that does not receive service under a small commercial, small industrial or small business rate classification and has a maximum registered peak load in excess of 25 kW within the last 12 months, (ii) it is a commercial user of Electricity, (iii) it is acting as principal and not as agent for any other party, (iv) it is entering into this Agreement with a full understanding of the risks thereof and (v) it understands that the Electricity usage and related information it has provided to Seller forms the basis for the economic terms and conditions of this Agreement and to the best of its knowledge such information is true and accurate as of the date furnished to Seller.

**18. Assignment.** No assignment of this Agreement, in whole or in part, may be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed, and any attempted assignment in violation of the foregoing is void; provided that without the other party's prior approval but upon prior written notice (a) either party may assign this Agreement to an affiliate (b) Buyer may assign this Agreement to the purchaser or lessor of the Facility, (c) Seller may assign this Agreement (i) in connection with a financing transaction, (ii) to any entity succeeding to all or a substantial portion of Seller's assets, and (iii) in connection with a sale or other transfer of this Agreement to any entity, provided that in the case of items (a), (b) and (c)(iii), (x) the creditworthiness of the assignee or successor is, in the reasonable judgment of the non-assigning party, equal to or better than that of the assigning party and (y) the assignee agrees in writing to assume this Agreement in all respects. Upon any permitted assignment under items (a), (b), (c)(ii) and (c)(iii) the assigning party shall be released from any further obligations under this Agreement except for payment of amounts accrued or due prior to the date of such assignment. If, as a result of assignment of this Agreement by Buyer, Buyer incurs any additional charges from the EDC, or its costs of procuring electricity increase, due to a gap in service by the Seller as a result of this assignment or the EDC's or Seller's processing of the assignment, then Seller shall have no liability to Buyer or its assignee with respect to any such additional or increased costs.

**19. Recordings.** Unless a party expressly objects to a recording at the beginning of a telephone conversation, each party consents to the creation of a tape or electronic recording of all telephone conversations between the parties to this Agreement, and that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.

**20. Miscellaneous.** All matters arising under or related to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its choice of law rules. If a change in any law or regulation is enacted, promulgated, modified or repealed on a temporary or permanent basis after the date of this Agreement, the EDC or independent system operator alters market structure, rules or Delivery Point, or material changes in the electricity markets occur, which results in new or modified fees, costs of performance or other charges being incurred by Seller and other market participants, including but not limited to changes that increase transmission, incremental capacity costs, delivery or other market charges incurred by retail suppliers or changes to the Delivery Point at which Buyer electricity consumption is settled by the EDC, such as zonal to nodal, then Seller may reasonably allocate and bill the incremental amounts thereof to Buyer.

Unless otherwise provided, all written notices under this Agreement shall be provided by regular mail, email (confirmed receipt), overnight courier, facsimile or hand delivery, to the addresses and persons specified for the applicable type of notice in the Purchase Order.

Nothing in this Agreement constitutes or implies a joint venture, partnership, association or imposes or implies any fiduciary or similar duty between the parties.

This Agreement may not be amended or modified except in a written document signed by both parties. The failure of either party to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such term or right upon a subsequent breach of a violation of that provision or as a waiver of any breach or violation of any other provisions of this Agreement. The prevailing party shall be entitled to receive its reasonable attorneys' fees and all other costs and expenses it incurs in any legal proceeding against the other party related to this Agreement.



This Agreement supersedes all prior or contemporaneous discussions, representations, understandings and agreements, whether written or oral, between the parties concerning the subject matter of this Agreement and constitutes Buyer's and Seller's full and final agreement with respect to all matters herein.

To the extent a provision is ruled unclear or unenforceable by a court of law or regulatory authority having jurisdiction over the parties, the provision shall be modified if possible or severed such that the remaining provisions of this Agreement remain in effect and the obligations of the parties under this Agreement are enforced. A facsimile copy of this Agreement or copy of this Agreement sent via electronic mail in a portable document format ("PDF") will be considered an original.

The Uniform Commercial Code as adopted by Pennsylvania applies to this Agreement and Electricity is deemed a "good" for such purposes. This Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*

There are no third party beneficiaries to this Agreement.



**NEW JERSEY ADDENDUM**

Notwithstanding anything to the contrary contained in any Retail Electricity Agreement, Retail Base Contract or Purchase Order or Transaction Confirmation thereunder ("Contract") between Talen Energy Marketing, LLC ("Supplier") and the end user purchasing Electricity or Gas ("Customer"), the following commitments and understandings apply if either Customer or any of its Delivery Points are located within the State of New Jersey:

1. Supplier shall not provide electric generation service or gas supply service to Customer without Customer's written signature(s) on the Contract or such alternative forms of verification identified in N.J.A.C. 14:4-2.3 and as the New Jersey Board of Public Utilities ("BPU") may permit to initiate such service(s), for switching Third Party Suppliers or for renewal thereof.
2. The purpose of the Contract is to authorize a change in Customer's Third Party Supplier.
3. All references to "EDC" in the Contract are hereby changed to "LDC."
4. Supplier shall provide Customer 30 days written notice of any termination of any Contract and an opportunity to remedy the termination condition. The notice shall state Supplier's rights to terminate the Contract, regardless of whether Customer remedies the condition that triggered the termination notice.
5. Supplier acknowledges and agrees that Customer does not waive any rights it has under New Jersey or Federal Consumer Protection laws.
6. Customer's toll-free telephone number is 1-866-605-8825.
7. All New Jersey LDCs' emergency and toll-free customer service telephone numbers are:  
Atlantic City Electric (800) 642-3780  
Jersey Central Power & Light (800) 862-3115  
Public Service Electric & Gas (800) 436-7734  
Rockland Electric (877) 434-4100
8. BPU's Division of Consumer Relations' toll-free telephone number is: (800) 624-0241
9. Customer should call its LDC in the event that an electric/gas-related emergency, such as a gas leak or power outage, exists.
10. Supplier's name is Talen Energy Marketing, LLC and its license number issued by BPU is: ESL-0163
11. Supplier shall provide notice to Customer at least 30 days prior to the end of the Contract, informing Customer of the date upon which the Contract term ends.
12. "SUT" means the taxes imposed by the New Jersey "Sales and Use Tax Act" on the price of the natural gas or Electricity and on the transportation charge hereunder.
13. Hourly LMP Charge customers; SUT is included in the Adder.
14. Fixed Price Customers; SUT is included in the Fixed Price.





**Invoice Number:** 46286820

**Talen Energy Customer Care Center**  
(888) 289-7693  
Monday through Friday  
8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
Public Service Electric and Gas - Electr  
(800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
Talen Energy Marketing, LLC  
P.O. BOX 825510  
Philadelphia, PA 19182-5510

Mail notes and letters in a separate envelope to:  
Talen Energy Marketing, LLC  
Attn: Retail Electric Operations  
1780 Hughes Landing Blvd, Suite 800  
The Woodlands, TX 77380

Federal Tax I.D.  
PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Feb 07, 2018  
**Page 1 of 2**

**Summary**

Current Charges	\$216,464.87
Current Balance	\$216,464.87
<b>Amount Due Mar 26, 2018:</b>	

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Feb 07, 2018  
**Due Date:** Mar 26, 2018  
**Invoice Total:** \$216,464.87  
**Total Amount After Due Date:** \$216,464.87

Amount Enclosed:



SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR, NJ 08110

|||||  
**Talen Energy Marketing, LLC**  
P.O. BOX 825510  
Philadelphia, PA 19182-5510





Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Feb 07, 2018  
 Page 2 of 2

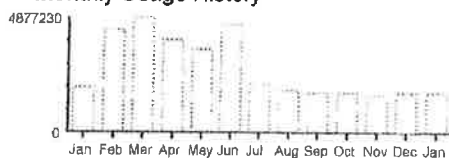
**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

ESI Number: PE000010088515143891

Plan: BLOCK\_STD

Contract Expiration Date:

**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	01/05/18 - 02/02/18	N	kWh				2199144.98

**Current Charges**

Block Index (480,000 x \$0.039810 per kWh)	\$19108.80
LMP Charge	\$137322.45
Line Losses (\$156431.25 X 0.00425%)	\$664.68
Management Fee (2,199,145 x \$0.006330 per kWh)	\$13920.59
NITS PLC 2607.33 X 0.426591 X 29 days	\$32255.36
Capacity PLC 2053.03 X 0.22159 X 29 days	\$13192.99

**Current Charges**

**\$216,464.87**

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

**OnPk (On-Peak)** - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

**kW (kilowatt)** - A unit of power equal to 1000 watts.

**kWh (kilowatt hour)** - The standard unit of measure for electrical energy use. One kWh is used to light a 100-watt bulb for 10 hours.

**kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

**kVAR (Kilo-Volt-Amperes Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

**KW (Kilowatt)** - (1) A measure of demand for power during a preset time - minutes, hours, days, months; (2) 1,000 watts - Ten 100-watt light bulbs use one KW of electric power.

**kWh (Kilowatt-hour)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.



**Invoice Number:** 89975391

**Talen Energy Customer Care Center**  
**(888) 289-7693**  
 Monday through Friday  
 8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
 Public Service Electric and Gas - Electr  
 (800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
 Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510

Mail notes and letters in a separate envelope to:  
 Talen Energy Marketing, LLC  
 Attn: Retail Electric Operations  
 1780 Hughes Landing Blvd, Suite 800  
 The Woodlands, TX 77380

Federal Tax I.D.  
 PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Mar 9, 2018  
**Page 1 of 2**

**Summary**

Current Charges	\$135,971.89
Current Balance	\$135,971.89

**Amount Due Apr 26, 2018:**

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
 The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Mar 9, 2018  
**Due Date:** Apr 26, 2018  
**Invoice Total:** \$135,971.89  
**Total Amount After Due Date:** \$135,971.89

Amount Enclosed:



SHAPESARCH HOLDING LLC  
 9000 RIVER RD  
 DELAIR, NJ 08110

**Talen Energy Marketing, LLC**  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510



Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Mar 09, 2018  
 Page 2 of 2

**Account#:****Service Address:**

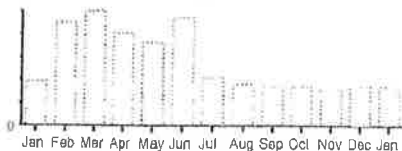
9000 RIVER RD  
 DELAIR NJ 08110-3204

ESI Number: PE000010088515143891

Plan: BLOCK\_STD

Contract Expiration Date:

Monthly Usage History



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	02/03/18 - 03/06/18	N	kWh				2438615.04

**Current Charges**

Block Index (504,000 x \$0.039810 per kWh)	\$20064.24
LMP Charge	\$50039.44
Line Losses (\$70103.68 X 0.00404%)	\$283.22
Management Fee (2,438,615 x \$0.006330 per kWh)	\$15436.43
NITS PLC 2607.33 X 0.42659 X 32 days	\$35592.12
Capacity PLC 2053.03 X 0.22159 X 6 days	\$2728.24
Capacity PLC 2053.03 X 0.22148 X 26 days	\$11828.20
<b>Current Charges</b>	<b>\$135,971.89</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

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**kVARH (Kilo-Volt-Ampere Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

**KW (Kilowatt)** - (1) A measure of demand for power during a preset time - minutes, hours, days, months; (2) 1,000 watts - Ten 100-watt light bulbs use one KW of electric power.

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**SERVICE ADDRESS:**  
SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Page 1

**BILLING PERIOD**  
Mar 7, 2018 to Apr 05, 2018

**BILL ACCOUNT NUMBER:**

Pay This  
Amount

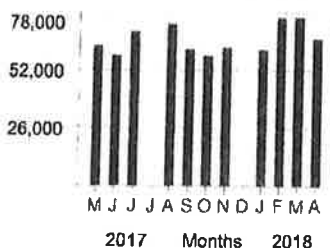
**AMOUNT DUE**  
**\$473,153.71**  
**DUE DATE:**  
**May 29, 2018**

Questions about  
Your Bill ?

Phone  
1-888-289-7693

Internet / Online Billing  
www.talenenergy.com

Email Us At:  
CustomerCare@talenenergy.com

**kWh - Average Per Day****Types of Meter Readings:**

	Actual	Estimated
<b>Average - Apr</b>	<b>2017</b>	<b>2018</b>
kWh Per Day	64607	66,631
<b>Yearly Use:</b>	<b>Total</b>	<b>Average</b>
May 17 To	Use	Monthly
Apr 18	22153368	1846114

**Utility Account Number:**  
**PE000010088515143891**

**ACCOUNT BALANCE AS OF APR 11, 2018**

Previous Balance	\$352,436.76
Current Charges	\$120,716.95
<b>Total Amount Due</b>	<b>\$473,153.71</b>

**SUMMARY OF CURRENT CHARGES**

Total Talen Energy Charges	\$120,716.95
<b>Total Current Charges</b>	<b>\$120,716.95</b>

**IMPORTANT MESSAGES**

Return this part to address below with a check payable to Talen Energy Marketing, LLC

Your Bill Account Number

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Due  
Date

Amount Due

**\$473,153.71**

Amount Enclosed

SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660

44 7704731537170473153714

**EXHIBIT 2**

**BILL ACCOUNT NUMBER**

**UNDERSTANDING YOUR BILL**

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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- \* Mail payments to: Talen Energy, P.O. BOX 9001660, Louisville, KY 40290-1660.
- \* Mail notes and letters in a separate envelope to: Talen Energy, P.O. Box 25225, Lehigh Valley, PA 18002-5225.
- \* Federal Tax I.D. 23-2974252.
- \* PUC License No. ESL-0003.

473153.71



Page 3

BILL ACCOUNT NUMBER:

Pay This  
Amount
**AMOUNT DUE**  
**\$473,153.71**  
**DUE DATE:**  
**May 29, 2018**

For power outages and other  
electrical emergencies, call your  
electric distribution company:

PSE&G - Elec  
1-800-436-7734

Utility Account Number:  
PE000010088515143891

**Prior Balance****\$352,436.76****Charges for Billing Period for Mar 7, 2018 - Apr 5, 2018**

Balance Congestion 1,998,924 kWh at \$0.000171 per kWh	341.82
Block Charge	21,019.68
LMP Charge	42,983.17
Mgt Charge 1,998,924 kWh @ \$0.00633 /kWh	12,653.19
Line Loss \$64002.85 times 0.00396 Factor	253.45
UCAP 2053.03 KW @ \$0.22148 / KW for 25 days	11,367.68
UCAP 2053.03 KW @ \$0.22122 / KW for 5 days	2,270.88
NIT 2607.33 KW @ \$0.38132 / KW for 30 days	29,827.08

**Total Charges For This Billing Period****\$120,716.95****Total Amount Due****\$473,153.71**

Meter data on back.

General  
Information



Page 4

**BILL ACCOUNT NUMBER****Summary of Usage by Meter**

Reading Dates	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
Previous/Present			Previous	/ Present		
Mar 07 Apr 05	N/A	1	0	0	kW	4197.1
Mar 07 Apr 05	5320901	9600	0	0	kWh	1998923.52
Mar 07 Apr 05					Total	1998923.52

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**SERVICE ADDRESS:**  
SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Page 1

**BILLING PERIOD**  
Apr 6, 2018 to May 04, 2018

**BILL ACCOUNT NUMBER:**  
( )

Pay This  
Amount

**AMOUNT DUE**  
**\$365,207.50**  
**DUE DATE:**  
**June 25, 2018**

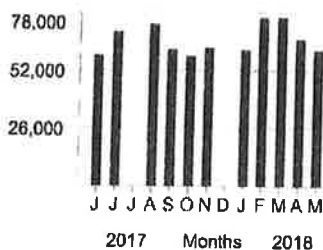
Questions about  
Your Bill ?

Phone  
1-888-289-7693

Internet / Online Billing  
www.talenenergy.com

Email Us At:  
CustomerCare@talenenergy.com

**kWh - Average Per Day**



**Types of Meter Readings:**

Actual ☒ Estimated ☐

Average - May	2017	2018
kWh Per Day	59379	61,678
<b>Yearly Use:</b>	<b>Total</b>	<b>Average</b>
Jun 17 To	<b>Use</b>	<b>Monthly</b>
May 18	22058030	1838169

**Utility Account Number:**  
**PE000010088515143891**

**ACCOUNT BALANCE AS OF MAY 8, 2018**

Previous Balance	\$473,153.71
Payments Received - THANK YOU	(-\$216,464.87)
Balance Remaining	\$256,688.84
Current Charges	\$108,518.66
<b>Total Amount Due</b>	<b>\$365,207.50</b>

**SUMMARY OF CURRENT CHARGES**

Total Talen Energy Charges	\$108,518.66
<b>Total Current Charges</b>	<b>\$108,518.66</b>

**IMPORTANT MESSAGES**

Return this part to address below with a check payable to Talen Energy Marketing, LLC

Your Bill Account Number

June						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Due  
Date

Amount Due

**\$365,207.50**

Amount Enclosed

SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660

44 7103652075010365207504

**EXHIBIT 2**

Page 2

**BILL ACCOUNT NUMBER**

**UNDERSTANDING YOUR BILL**

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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- \* Mail notes and letters in a separate envelope to: Talen Energy, P.O. Box 25225, Lehigh Valley, PA 18002-5225.
- \* Federal Tax I.D. 23-2974252.
- \* PUC License No. ESL-0003.

365207.50

**EXHIBIT 2**



Page 3

BILL ACCOUNT NUMBER:

Pay This  
Amount
**AMOUNT DUE**  
**\$365,207.50**  
**DUE DATE:**  
**June 25, 2018**

For power outages and other  
electrical emergencies, call your  
electric distribution company:

PSE&G - Elec  
1-800-436-7734

Utility Account Number:  
**PE000010088515143891**

**Prior Balance****\$256,688.84****Charges for Billing Period for Apr 6, 2018 - May 4, 2018**

Block Charge	20,064.24
IMP Charge	42,552.98
Mgt Charge 1,788,665 kWh @ \$0.00633 /kWh	11,322.25
Line Loss \$62617.22 times 0.00395 Factor	247.34
UCAP 2053.03 KW @ \$0.22122 / KW for 25 days	11,354.40
UCAP 2053.03 KW @ \$0.22118 / KW for 4 days	1,816.33
NIT 2607.33 KW @ \$0.38132 / KW for 29 days	28,832.85
Credit - Incorrect Nits Rate on 2018 Bills	-7,671.73

**Total Charges For This Billing Period****\$108,518.66****Total Amount Due****\$365,207.50**

Meter data on back.

General  
Information

Page 4

**BILL ACCOUNT NUMBER****Summary of Usage by Meter**

Reading Dates	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
Previous/Present			Previous	/ Present		
Apr 06	5320901	9600	0	0	kWh	1788665.28
Apr 06 May 04	N/A	1	0	0	kW	4051.2
Apr 06 May 04					Total	1788665.28

**UNDERSTANDING YOUR METER INFORMATION**

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**SERVICE ADDRESS:**  
SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Page 1

**BILLING PERIOD**  
May 5, 2018 to Jun 05, 2018

**BILL ACCOUNT NUMBER:**

Pay This  
Amount

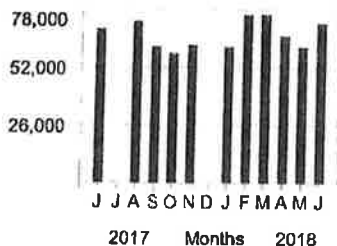
**AMOUNT DUE**  
**\$493,478.58**  
**DUE DATE:**  
**July 23, 2018**

Questions about  
Your Bill ?

Phone  
1-888-289-7693

Internet / Online Billing  
www.talenenergy.com

Email Us At:  
CustomerCare@talenenergy.com

**kWh - Average Per Day****Types of Meter Readings:**

Actual ☒ Estimated ☐

Average - Jun	2017	2018
kWh Per Day	125600	72,092
Yearly Use:	Total	Average
Jul 17 To	Use	Monthly
Jun 18	23323000	1943583

**ACCOUNT BALANCE AS OF JUN 7, 2018**

Previous Balance	\$365,207.50
Current Charges	\$128,271.08
<b>Total Amount Due</b>	<b>\$493,478.58</b>

**SUMMARY OF CURRENT CHARGES**

Total Talen Energy Charges	\$128,271.08
<b>Total Current Charges</b>	<b>\$128,271.08</b>

**Utility Account Number:**  
**PE000010088515143891**

**IMPORTANT MESSAGES**

Return this part to address below with a check payable to Talen Energy Marketing, LLC

Your Bill Account Number

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Due  
Date

Amount Due

**\$493,478.58**

Amount Enclosed

SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR NJ 08110

Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660

44 7404934785840493478584

**EXHIBIT 2**



**BILL ACCOUNT NUMBER**

**UNDERSTANDING YOUR BILL**

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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- \* Federal Tax I.D. 23-2974252.
- \* PUC License No. ESL-0163.

493478.58



Page 3

BILL ACCOUNT NUMBER:

Pay This  
Amount
**AMOUNT DUE**  
**\$493,478.58**  
**DUE DATE:**  
**July 23, 2018**

For power outages and other  
electrical emergencies, call your  
electric distribution company:

PSE&G - Elec  
1-800-436-7734

Utility Account Number:  
**PE000010088515143891**

**Prior Balance****\$365,207.50****Charges for Billing Period for May 5, 2018 - Jun 5, 2018**

Block Charge	20,064.24
LMP Charge	45,215.36
Mgt Charge 2,306,939 kWh @ \$0.00633 /kWh	14,602.92
Line Loss \$65279.6 times 0.00384 Factor	250.87
UCAP 2053.03 KW @ \$0.22118 / KW for 27 days	12,260.23
UCAP 2943.61 KW @ \$0.27598 / KW for 5 days	4,061.90
NIT 2607.33 KW @ \$0.38132 / KW for 27 days	26,844.38
NIT 2607.33 KW @ \$0.38132 / KW for 5 days	4,971.18

**Total Charges For This Billing Period****\$128,271.08****Total Amount Due****\$493,478.58**

Meter data on back.

General  
Information

Page 4

**BILL ACCOUNT NUMBER****Summary of Usage by Meter**

Reading Dates	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
Previous/Present			Previous	/ Present		
May 05	5320901	9600	0	0	kWh	2306938.56
May 05 Jun 05	N/A	1	0	0	kW	4542.7
May 05 Jun 05					Total	2306938.56

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**Invoice Number:** 80374159

**Talen Energy Customer Care Center**  
(888) 289-7693  
Monday through Friday  
8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
Public Service Electric and Gas - Electr  
(800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660

Mail notes and letters in a separate envelope to:  
Talen Energy Marketing, LLC  
Attn: Retail Electric Operations  
1780 Hughes Landing Blvd, Suite 800  
The Woodlands, TX 77380

Federal Tax I.D.  
PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Jul 13, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$493478.58
Payment Received. Thank you.	-\$135971.89 Credit
Balance Forward	\$357506.69
Current Charges	\$128362.05
Current Balance	\$485868.74
<b>Amount Due Aug 27, 2018:</b>	<b>\$485868.74</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Jul 13, 2018  
**Due Date:** Aug 27, 2018  
**Invoice Total:** \$485868.74  
**Total Amount After Due Date:** \$487794.17

Amount Enclosed:



SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR, NJ 08110

Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660



Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Jul 13, 2018  
 Page 2 of 2

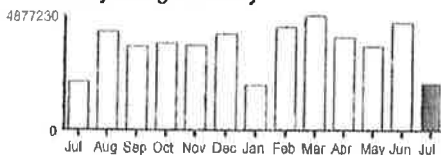
**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110

ESI Number: PE000010088515143891

Plan: BLOCK\_STD

Contract Expiration Date: 01/01/19

**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	06/06/18 - 07/05/18	N	kWh			9600	2066278.080

**Current Charges**

Block Index	\$20064.24
LMP Charge	\$40055.29
Line Losses (\$60,119.53 X 1.992888%)	\$1198.11
Management Fee (1,562,278 x \$0.006330 per kWh)	\$9889.22
NITS PLC 2,607.328 X 0.357631 X 30 days	\$27973.84
Capacity PLC 2,943.605 X 0.261209 X 30 days	\$23066.87
State Sales Tax	\$6114.48
<b>Current Charges</b>	<b>\$128362.05</b>

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# EXHIBIT 2



Invoice Number: 75287683

**Talen Energy Customer Care Center**  
**(888) 289-7693**  
 Monday through Friday  
 8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
 Public Service Electric and Gas - Electr  
 (800) 880-7734

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 P.O. BOX 9001660  
 Louisville, KY 40290-1660

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 Talen Energy Marketing, LLC  
 Attn: Retail Electric Operations  
 1780 Hughes Landing Blvd, Suite 800  
 The Woodlands, TX 77380

Federal Tax I.D.  
 PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Aug 08, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$485868.74
Balance Forward	\$485868.74
Current Charges	\$118361.36
Current Balance	\$604230.10
<b>Amount Due Sep 24, 2018:</b>	<b>\$604230.10</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
 The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Aug 08, 2018  
**Due Date:** Sep 24, 2018  
**Invoice Total:** \$604230.10  
**Total Amount After Due Date:** \$606005.52

Amount Enclosed:



20



SHAPESARCH HOLDING LLC  
 9000 RIVER RD  
 DELAIR, NJ 08110

**Talen Energy Marketing, LLC**  
 P.O. BOX 9001660  
 Louisville, KY 40290-1660

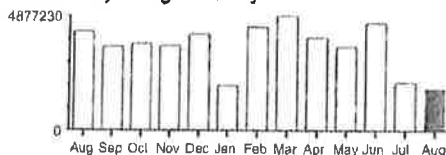




Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Aug 08, 2018  
 Page 2 of 2

**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

**ESI Number:** PE000010088615143891**Plan:** BLOCK STD**Contract Expiration Date:** 01/01/19**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	07/06/18 - 08/03/18	N	kWh			9600	1815589.440

**Current Charges**

Block Index	\$20064.24
LMP Charge	\$34025.13
Line Losses (\$54,089.37 X 1.920126%)	\$1038.58
Management Fee (1,311,589 x \$0.006330 per kWh)	\$8302.36
NITS PLC 2,607.328 X 0.357631 X 29 days	\$27041.38
Capacity PLC 2,943.605 X 0.261209 X 29 days	\$22297.97
State Sales Tax	\$5591.70
<b>Current Charges</b>	<b>\$118361.36</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

**OnPk (On-Peak)** - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

**kW (kilowatt)** - A unit of power equal to 1000 watts.

**kWh (kilowatt hour)** - The standard unit of measure for electrical energy use. One kWh is used to light a 100-watt bulb for 10 hours.

**kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

**kVAR (Kilo-Volt-Amperes Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

**KW (Kilowatt)** - (1) A measure of demand for power during a preset time -- minutes, hours, days, months; (2) 1,000 watts -- Ten 100-watt light bulbs use one KW of electric power.

**kWh (Kilowatt-hour)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

# EXHIBIT 2



**Invoice Number:** 18739275

**Talen Energy Customer Care Center**  
(888) 289-7693

Monday through Friday  
8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**

Public Service Electric and Gas - Electr  
(800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
Talen Energy Marketing, LLC  
P.O. BOX 9001660  
Louisville, KY 40290-1660

Mail notes and letters in a separate envelope to:  
Talen Energy Marketing, LLC  
Attn: Retail Electric Operations  
1780 Hughes Landing Blvd, Suite 800  
The Woodlands, TX 77380

Federal Tax I.D.  
PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Sep 07, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$604230.10
Payment Received. Thank you.	-\$10000.00 Credit
Payment Received. Thank you.	-\$9482.11 Credit
Payment Received. Thank you.	-\$30000.00 Credit
Balance Forward	\$554747.99
Current Charges	\$122163.29
Current Balance	\$676911.28
<b>Amount Due Oct 22, 2018:</b>	<b>\$676911.28</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Sep 07, 2018  
**Due Date:** Oct 22, 2018  
**Invoice Total:** \$676911.28  
**Total Amount After Due Date:** \$678743.73

Amount Enclosed:



SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR, NJ 08110

|||||  
**Talen Energy Marketing, LLC**  
P.O. BOX 9001660  
Louisville, KY 40290-1660



Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Sep 07, 2018  
 Page 2 of 2

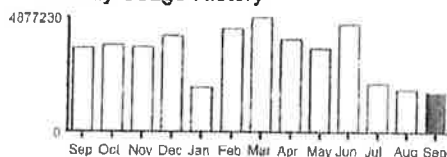
**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

ESI Number: PE000010088515143891

Plan: BLOCK STD

Contract Expiration Date: 01/01/19

**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	08/04/18 - 09/04/18	N	kWh			9600	1719403.200

**Current Charges**

Block Index	\$20064.24
LMP Charge	\$33119.36
Line Losses (\$53,183.60 X 1.83703%)	\$977.00
Management Fee (1,215,403 x \$0.006330 per kWh)	\$7693.50
NITS PLC 2,607.328 X 0.357631 X 32 days	\$29836.76
Capacity PLC 2,943.605 X 0.261209 X 32 days	\$24604.66
State Sales Tax	\$5865.77
<b>Current Charges</b>	<b>\$122163.29</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

**OnPk (On-Peak)** - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

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**kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

**kVAR (Kilo-Volt-Amperes Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

**KW (Kilowatt)** - (1) A measure of demand for power during a preset time -- minutes, hours, days, months; (2) 1,000 watts -- Ten 100-watt light bulbs use one KW of electric power.

**kWh (Kilowatt-hour)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

# EXHIBIT 2



**Invoice Number:** 66312453

**Talen Energy Customer Care Center**  
(888) 289-7693  
Monday through Friday  
8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
Public Service Electric and Gas - Electr  
(800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
Talen Energy Marketing, LLC  
P.O. BOX 825510  
Philadelphia, PA 19182-5510

Mail notes and letters in a separate envelope to:  
Talen Energy Marketing, LLC  
Attn: Retail Electric Operations  
1780 Hughes Landing Blvd, Suite 800  
The Woodlands, TX 77380

Federal Tax I.D.  
PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Oct 08, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$676911.28
Balance Forward	\$676911.28
Current Charges	\$96642.50
Current Balance	\$773553.78
<b>Amount Due Nov 26, 2018:</b>	<b>\$773553.78</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Oct 08, 2018  
**Due Date:** Nov 26, 2018  
**Invoice Total:** \$773553.78  
**Total Amount After Due Date:** \$775267.00

Amount Enclosed:



SHAPESARCH HOLDING LLC  
9000 RIVER RD  
DELAIR, NJ 08110

**Talen Energy Marketing, LLC**  
P.O. BOX 825510  
Philadelphia, PA 19182-5510





Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Oct 08, 2018  
 Page 2 of 2

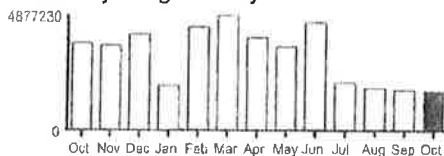
**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

ESI Number: PE000010088515143891

Plan: BLOCK STD

Contract Expiration Date: 01/01/19

**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	09/05/18 - 10/03/18	N	kWh			9600	1733938.580

**Current Charges**

Misc. Adjustment - Credit - Sales Tax	-\$17571.95 Credit
Block Index (504,000 x \$0.039810 per kWh)	\$20064.24
LMP Charge	\$31844.92
Line Losses (\$51,909.16 X 1.922913%)	\$998.17
Management Fee (1,733,938 x \$0.006330 per kWh)	\$10975.83
NITS PLC 2,607.328 X 0.357631 X 29 days	\$27041.38
Capacity PLC 2,942.848 X 0.261209 X 29 days	\$22292.24
RPS Increase (175,430 x \$0.005687 per kWh)	\$997.67
<b>Current Charges</b>	<b>\$96542.50</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

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## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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**kWh (Kilowatt-hour)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.



**Invoice Number:** 64461087

**Talen Energy Customer Care Center**  
 (888) 289-7693  
 Monday through Friday  
 8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
 Public Service Electric and Gas - Electr  
 (800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
 Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510

Mail notes and letters in a separate envelope to:  
 Talen Energy Marketing, LLC  
 Attn: Retail Electric Operations  
 1780 Hughes Landing Blvd, Suite 800  
 The Woodlands, TX 77380

Federal Tax I.D.  
 PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Nov 06, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$773553.78
Balance Forward	\$773553.78
Current Charges	\$121195.07
Current Balance	\$894748.85
<b>Amount Due Dec 21, 2018:</b>	<b>\$894748.85</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
 The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Nov 06, 2018  
**Due Date:** Dec 21, 2018  
**Invoice Total:** \$894748.85  
**Total Amount After Due Date:** \$896566.78

Amount Enclosed



SHAPESARCH HOLDING LLC  
 9000 RIVER RD  
 DELAIR, NJ 08110

**Talen Energy Marketing, LLC**  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510

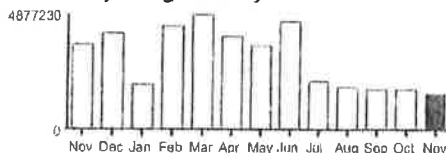




Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Nov 06, 2018  
 Page 2 of 2

**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

**ESI Number:** PE000010088515143891**Plan:** BLOCK STD**Contract Expiration Date:** 01/01/19**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	10/04/18 - 11/01/18	N	kWh			9600	1562143.680

**Current Charges**

Block Index (504,000 x \$0.039810 per kWh)	\$20064.24
LMP Charge	\$32024.55
Line Losses (\$52,088.79 X 2.016006%)	\$1050.11
Management Fee (1,562,143 x \$0.006330 per kWh)	\$9888.37
NITS PLC 2,607.328 X 0.357631 X 29 days	\$27041.38
Capacity PLC 2,936.283 X 0.261209 X 29 days	\$22242.51
RPS Increase (1,562,143 x \$0.005687 per kWh)	\$8883.91
<b>Current Charges</b>	<b>\$121195.07</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

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## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

# EXHIBIT 2



**Invoice Number:** 96227465

**Talen Energy Customer Care Center**  
**(888) 289-7693**  
 Monday through Friday  
 8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
 Public Service Electric and Gas - Electr  
 (800) 880-7734

To view your energy supply invoice(s) online or if you have any questions, please contact Talen Energy Customer Care Center at (888) 289-7693 or via email at [CustomerCare@TalenEnergy.com](mailto:CustomerCare@TalenEnergy.com).

**Notice to Customers**

Mail payments to:  
 Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510

Mail notes and letters in a separate envelope to:  
 Talen Energy Marketing, LLC  
 Attn: Retail Electric Operations  
 1780 Hughes Landing Blvd, Suite 800  
 The Woodlands, TX 77380

Federal Tax I.D.  
 PUC License No. ESL-0163

**Customer:** SHAPESARCH HOLDING LLC  
**Billing Account Number:**  
**Invoice Date:** Dec 07, 2018  
**Page 1 of 2**

**Summary**

Previous Statement Amount	\$894748.85
Payment Received. Thank you.	-\$80716.95 Credit
Balance Forward	\$814031.90
Current Charges	\$135798.02
Current Balance	\$949829.92
<b>Amount Due Jan 21, 2019:</b>	<b>\$949829.92</b>

Reverse bill for details.

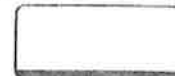
Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
 The Woodlands, TX 77380

**Billing Account Number:**  
**Invoice Date:** Dec 07, 2018  
**Due Date:** Jan 21, 2019  
**Invoice Total:** \$949829.92  
**Total Amount After Due Date:** \$951866.89

Amount Enclosed:



SHAPESARCH HOLDING LLC  
 9000 RIVER RD  
 DELAIR, NJ 08110

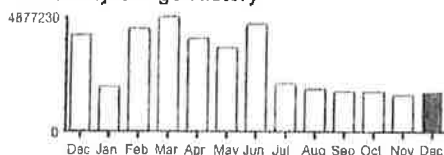
Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510



Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Dec 07, 2018  
 Page 2 of 2

**Account#:****Service Address:**

9000 RIVER RD  
 DELAIR NJ 08110-3204

**ESI Number:** PE000010088515143891**Plan:** BLOCK STD**Contract Expiration Date:** 01/01/19**Monthly Usage History**

Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	11/02/18 - 12/04/18	N	kWh			9600	1745018,880

**Current Charges**

Block Index (528,000 x \$0.039810 per kWh)	\$21019.68
LMP Charge	\$40753.20
Line Losses (\$61,772.88 X 1.724789%)	\$1065.45
Management Fee (1,745,019 x \$0.006330 per kWh)	\$11045.97
NITS PLC 2,607.328 X 0.357631 X 33 days	\$30771.22
Capacity PLC 2,936.283 X 0.21898 X 33 days	\$21218.58
RPS Increase (1,745,019 x \$0.005687 per kWh)	\$9923.92
<b>Current Charges</b>	<b>\$135798.02</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

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## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

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**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

# EXHIBIT 2



Invoice Number: 45265773

**Talen Energy Customer Care Center**  
**(888) 289-7693**  
 Monday through Friday  
 8 a.m. - 5 p.m. CST

**For power outages and other electrical emergencies, call your electric distribution company:**  
 Public Service Electric and Gas - Electr  
 (800) 880-7734

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 Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510

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 Talen Energy Marketing, LLC  
 Attn: Retail Electric Operations  
 1780 Hughes Landing Blvd, Suite 800  
 The Woodlands, TX 77380

Federal Tax I.D.  
 PUC License No. ESL-0163

Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Jan 09, 2019  
 Page 1 of 2

**Summary**

Previous Statement Amount	\$949829.92
Payment Received. Thank you.	-\$10000.00 Credit
Balance Forward	\$939829.92
Current Charges	\$117406.99
Current Balance	\$1057236.91
<b>Amount Due Feb 25, 2019:</b>	<b>\$1057236.91</b>

Reverse bill for details.

Return this part to address below with check payable to Talen Energy Marketing, LLC.



1780 Hughes Landing Blvd Suite 800  
 The Woodlands, TX 77380

Billing Account Number:  
 Invoice Date: Jan 09, 2019  
 Due Date: Feb 25, 2019  
 Invoice Total: \$1057236.91  
 Total Amount After Due Date: \$1058998.01

Amount Enclosed:



SHAPESARCH HOLDING LLC  
 9000 RIVER RD  
 DELAIR, NJ 08110

Talen Energy Marketing, LLC  
 P.O. BOX 825510  
 Philadelphia, PA 19182-5510



Customer: SHAPESARCH HOLDING LLC  
 Billing Account Number:  
 Invoice Date: Jan 09, 2019  
 Page 2 of 2

**Account#:****Service Address:**

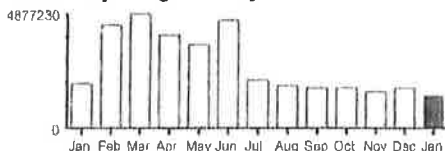
9000 RIVER RD  
 DELAIR NJ 08110-3204

ESI Number: PE000010088515143891

Plan: BLOCK STD

Contract Expiration Date:

Monthly Usage History



Meter#	Service Period	Est	Unit	Previous Read	Current Read	Mult	Usage
5320901	12/05/18 - 01/04/19	N	kWh			9600	1447994.880

**Current Charges**

Block Index (432,000 x \$0.039810 per kWh)	\$17197.92
LMP Charge	\$33629.07
Line Losses (\$50,826.99 X 1.838419%)	\$832.76
Management Fee (1,447,995 x \$0.006330 per kWh)	\$9165.81
NITS PLC 2,563.221 X 0.357631 X 31 days	\$28417.31
Capacity PLC 2,935.807 X 0.21898 X 31 days	\$19929.37
RPS Increase (1,447,995 x \$0.005687 per kWh)	\$8234.75
<b>Current Charges</b>	<b>\$117406.99</b>

## UNDERSTANDING YOUR METER INFORMATION

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

**OnPk (On-Peak)** - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

**kW (kilowatt)** - A unit of power equal to 1000 watts.

**kWh (kilowatt hour)** - The standard unit of measure for electrical energy use. One kWh is used to light a 100-watt bulb for 10 hours.

**kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

**kVAR (Kilo-Volt-Ampere Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

## UNDERSTANDING YOUR BILL

**Generation Charge (Energy Charge)** - Charges for the production of electricity.

**KW (Kilowatt)** - (1) A measure of demand for power during a preset time -- minutes, hours, days, months; (2) 1,000 watts -- Ten 100-watt light bulbs use one KW of electric power.

**kWh (Kilowatt-hour)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

**Late Payment Charge** - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date.

**Transmission Charge** - Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.



Talen Energy Marketing, LLC  
Amounts Owed Under Contract with Aluminum Shapes, LLC  
August 23, 2019

Type	End Read Date	Statement Date	Delinquent Date	Total Charges	Energy Charges	Taxes	Beginning Balance	Total Due	Payment amount	Amount Outstanding	Paid Date	Days Outstanding	Interest on Unpaid
Charge/Payment	2/12/2018	2/7/2018	3/26/2018	216,464.87	216,464.87	*	*	216,464.87	(216,464.87)	*	4/24/2018		
Payment Transfer		3/27/2018	3/26/2018	117,456.72	117,456.72	*	*	117,456.72	(117,456.72)	*	10/10/2017		
Charge/Payment	3/6/2018	3/9/2018	4/26/2018	135,971.89	135,971.89	*	*	135,971.89	(135,971.89)	*	6/13/2018		
Duplicate Payment		3/9/2018	4/26/2018			*	*			*	6/28/2018		
Returned Payment		3/9/2018	4/26/2018			*	*			*	7/3/2018		
Charge/Partial Payment		4/11/2018	5/29/2018	120,716.95	120,716.95	*	*	(135,971.89)	135,971.89	(135,971.89)			
Partial Payment		4/11/2018	5/29/2018			*	*		(9,482.11)	111,234.84	8/15/2018		
Partial Payment		4/11/2018	5/29/2018			*	*		(10,000.00)	101,234.84	8/15/2018		
Charge	5/4/2018	4/11/2018	5/29/2018			*	*	101,234.84	(30,000.00)	71,234.84	8/23/2018		
Charge	6/5/2018	5/8/2018	6/25/2018	108,518.66	108,518.66	*	*	71,234.84	(80,716.95)	(9,482.11)	11/29/2018		
Charge	7/5/2018	6/7/2018	7/23/2018	128,271.08	128,271.08	*	*	99,036.55	(10,000.00)	89,036.55	12/4/2018	424	18,617.18
Charge	8/3/2018	7/13/2018	8/27/2018	122,247.57	122,247.57	6,114.48	217,307.63	217,307.63	*	217,307.63		396	25,049.76
Charge	9/4/2018	8/8/2018	9/24/2018	118,361.36	112,769.66	5,591.70	345,669.68	345,669.68	*	345,669.68		361	21,763.42
Charge	10/3/2018	9/7/2018	10/22/2018	122,163.29	116,297.52	5,865.77	464,031.04	464,031.04	*	464,031.04		333	18,518.94
Misc. Adjustment for Taxes		10/8/2018	11/26/2018	114,214.45	114,214.45	*	586,194.33	586,194.33	*	586,194.33		305	17,492.42
Charge		10/8/2018	11/26/2018	(17,571.95)		(17,571.95)	700,408.78	700,408.78	*	700,408.78		270	15,207.73
Charge	11/1/2018	11/6/2018	12/21/2018	121,195.07	121,195.07	*	682,836.83	682,836.83	*	682,836.83			
Charge	12/4/2018	12/7/2018	1/21/2019	135,798.02	135,798.02	*	804,031.90	804,031.90	*	804,031.90		245	14,643.02
Charge	1/4/2019	1/9/2019	2/25/2019	117,406.99	117,406.99	*	939,829.92	939,829.92	*	939,829.92		214	14,331.34
						*	1,057,236.91	1,057,236.91	*	1,057,236.91		179	10,363.98
Interest as of 8/23										155,987.79			
Total as of 8/23										1,213,224.70			
Per Diem Interest										521.38			





1780 Hughes Landing, Suite 800  
The Woodlands, TX 77380

VIA EMAIL AND OVERNIGHT COURIER

August 27, 2019

Aluminum Shapes L.L.C.  
9000 River Rd.  
Delair, NJ 08110  
Attn: Jim Cackowski  
Email: [jcackowski@shapesllc.com](mailto:jcackowski@shapesllc.com)

Re: Payment Demand for Retail Electricity Agreement

Dear Mr. Cackowski:

Reference is made to that certain Retail Electricity Agreement between Talen Energy Marketing, LLC ("Talen") and Aluminum Shapes L.L.C. ("Shapes") dated October 26, 2017 (the "Agreement").

As you are aware, the Delivery Period under the Agreement expired December 31, 2018. However, Talen has not yet received payment of \$1,057,236.91 due and payable to Talen under the Agreement for service through the end of the Delivery Period. Additionally, because these amounts were not paid when due, pursuant to Section 5 of the Agreement Talen is owed interest on these unpaid balances. As of the date of this letter, the amount of interest due is \$158,073.30, and will continue to accrue at a rate of \$521.38 per day until the unpaid balance is paid in full.

Attached for your reference is a copy of the Agreement as well as a schedule of invoiced amounts and payments received under the Agreement, and copies of the relevant invoices. This letter follows numerous attempts by Talen Customer Care representatives to reach Shapes' representatives, which calls have been unanswered and/or not returned.

Talen hereby demands **immediate** payment of all outstanding amounts owed under the Agreement as set forth above, viz., \$1,215,310.21 including interest accrued through the date of this letter, plus \$521.38 per day for each day thereafter until payment is received.

Please forward your payment by wire transfer to the following account:

Bank: [REDACTED]  
Account Name: Talen Energy Marketing, LLC  
Routing/ABA Number: [REDACTED]  
Account Number: [REDACTED]  
SWIFT Code: [REDACTED]

Please be advised that if payment in full is not received within 10 (ten) business days following receipt of this letter, Talen reserves all rights to pursue collection and any all other remedies available under law.

Aluminum Shapes L.L.C.  
August 27, 2019  
Page 2 of 2

Additionally, please be advised that pursuant to Section 5 of the Agreement, Shapes will be liable to Talen for all collection costs, including without limitation reasonable attorneys' fees, incurred by Talen to enforce its rights under the Agreement.

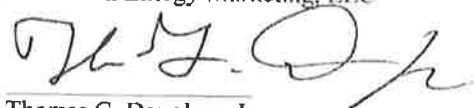
Talen reserves all rights and remedies which it may have under the Agreement and/or any applicable federal, state and/or local laws, rules and regulations, whether at law or in equity. This letter shall in no way constitute nor be deemed to be any waiver of any rights, defenses or remedies available to Talen.

If you have any questions please do not hesitate to contact us at 281-203-5300. We look forward to prompt receipt of your payment.

Sincerely,

On behalf of Talen Energy Marketing, LLC

By:



Thomas G. Douglass, Jr.  
Deputy General Counsel  
Talen Energy Supply, LLC

Enclosures

Talen Energy Marketing, LLC  
Amounts Owed Under Contract with Aluminum Shapes, LLC  
August 27, 2019

Type	End Read Date	Statement Date	Delinquent Date	Total Charges	Energy Charges	Taxes	Beginning Balance	Total Due	Payment amount	Amount Outstanding	Paid Date	Days Outstanding	Interest on Unpaid
Charge/Payment	2/2/2018	2/7/2018	3/26/2018	216,464.87	216,464.87	*	*	216,464.87	(216,464.87)	*	4/24/2018		
Payment Transfer		2/7/2018	3/26/2018	117,456.72	117,456.72	*	*	117,456.72	(117,456.72)	*	10/10/2017		
Charge/Payment	3/6/2018	3/9/2018	4/26/2018	135,971.89	135,971.89	*	*	135,971.89	(135,971.89)	*	6/13/2018		
Duplicate Payment		3/9/2018	4/26/2018			*	*			*	6/28/2018		
Returned Payment		3/9/2018	4/26/2018			*	(135,971.89)	(135,971.89)	135,971.89	(135,971.89)	7/3/2018		
Charge/Partial Payment		4/11/2018	5/29/2018	120,716.95	120,716.95	*	*	120,716.95	(9,482.11)	111,234.84	8/15/2018		
Partial Payment		4/11/2018	5/29/2018			*	111,234.84	111,234.84	(10,000.00)	101,234.84	8/15/2018		
Partial Payment		4/11/2018	5/29/2018			*	101,234.84	101,234.84	(30,000.00)	71,234.84	8/23/2018		
Charge		5/8/2018	6/25/2018	108,518.66	108,518.66	*	71,234.84	71,234.84	(80,716.95)	(9,482.11)	11/29/2018		
Charge	5/4/2018	6/7/2018	7/23/2018	128,271.08	128,271.08	*	89,036.55	99,036.55	(10,000.00)	89,036.55	12/4/2018	428	18,792.81
Charge	6/5/2018	7/13/2018	8/27/2018	122,247.57	122,247.57	5,114.48	217,307.63	217,307.63	*	217,307.63		400	25,302.79
Charge	8/3/2018	8/8/2018	9/24/2018	118,361.36	112,769.66	5,591.70	345,669.68	464,031.04	*	345,669.68		365	22,004.56
Charge	9/4/2018	9/7/2018	10/22/2018	122,163.29	116,297.52	5,865.77	464,031.04	586,194.33	*	464,031.04		337	18,741.39
Charge	10/3/2018	10/8/2018	11/26/2018	114,214.45	114,214.45	*	586,194.33	700,408.78	*	586,194.33		309	17,721.83
Misc. Adjustment for Taxes		10/8/2018	11/26/2018	(17,571.95)	*	(17,571.95)	700,408.78	682,836.83	*	700,408.78		274	15,433.03
Charge	11/1/2018	11/6/2018	12/21/2018	121,195.07	121,195.07	*	682,836.83	804,031.90	*	682,836.83			
Charge	12/4/2018	12/7/2018	1/21/2019	135,798.02	135,798.02	*	804,031.90	939,829.92	*	804,031.90		249	14,882.09
Charge	1/4/2019	1/9/2019	2/25/2019	117,406.99	117,406.99	*	939,829.92	1,057,236.91	*	939,829.92		218	14,599.22
										1,057,236.91		183	10,595.58
Interest as of 8/23										158,073.30			
Total as of 8/23										1,215,310.21			
Per Diem Interest										521.38			